



Price Agreement Amendment

Page 1 of 1
Printed: 4/1/2004

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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THINKING MINDS INC
3221 S MCLEOD DR
STE 100
LAS VEGAS NV 89121

END USER SYS/DATA BASE SUPPORT

Amendment Date: 03/30/2004
Original Award Date: 07/11/2002
Buyer: MOYNIHAN, JEROME D
Phone #: (401) 222 - 2142 ext. 119
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

1

Award Number

68M00247796

Effective Period:

07/15/2002 - 07/15/2005

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-315	B00310
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1 CHANGE TO PO #68M00247796 DATED 7/11/02. THE VENDOR ADDRESS HAS CHANGED: FROM: 3885 SOUTH DECATUR BOULEVARD LAS VEGAS, NEVADA 89103 TO: 3221 SOUTH McLEOD DRIVE SUITE 100 LAS VEGAS, NEVADA 89121 TELEPHONE #: 401-559-6931 FAX #: 401-537-9180				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



Notice of Price Agreement Award

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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THINKING MINDS INC
3885 S DECATUR BLVD
STE 2010
LAS VEGAS NV 89103

END USER SYS/DATA BASE SUPPORT

Award Number Effective Period:

68M00247796 7/15/02 - 7/15/05

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Date: 07/11/2002
Buyer: JEROME MOYNIHAN
Shipping: F.O.B., Destination
Terms: Net 30

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-315	B00310
Item		Unit	Unit Price
	<p>7/15/02 - 7/15/05</p> <p>MASTER PRICE AGREEMENT</p> <p>THIS IS A MULTI YEAR CONTRACT. No action is to be taken except as specifically authorized, or as otherwise provided for in the contract provisions.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p>		

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COPY

STATE PURCHASING AGENT/DESIGNEE



Notice of Price Agreement Award

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Printed: 7/16/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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THINKING MINDS INC
3885 S DECATUR BLVD
STE 2010
LAS VEGAS NV 89103

END USER SYS/DATA BASE SUPPORT

Award Number Effective Period:
68M00247796 **7/15/02 - 7/15/05**

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Date: 07/11/2002
Buyer: JEROME MOYNIHAN
Shipping: F.O.B., Destination
Terms: Net 30

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-315	B00310
Item		Unit	Unit Price
	<p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND FISCAL YEAR 2002 ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p> <p>END USER SYSTEM/DATA BASE SUPPORT PER ATTACHED PRICING.</p> <p>CONTRACT ADMINISTERED BY THE OFFICE OF LIBRARY AND INFORMATION SERVICES.</p> <p>STATE AGENCIES MUST CONTACT JOSEPH BELLIOTTI (222-3785 or joeb@gw.doa.state.ri.us) PRIOR TO ANY VENDOR CONTACT.</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.</p>		

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COPY

STATE PURCHASING AGENT/DESIGNEE



Notice of Price Agreement Award

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	THINKING MINDS INC 3885 S DECATUR BLVD STE 2010 LAS VEGAS NV 89103	END USER SYS/DATA BASE SUPPORT	
		Award Number 68M00247796	Effective Period: 7/15/02 - 7/15/05

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 07/11/2002 Buyer: JEROME MOYNIHAN Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-315	B00310
Item		Unit	Unit Price
	ATTENTION: UNMESH LADDHA VENDOR TELEPHONE & FAX #: 401-608-6470		

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Thinking Minds

Service Plan	Monthly/Annual hours of on-site support availability	Hourly Rate	On-demand	Monthly cost	Annual cost
Standard Service Price Schedule (Base Year 2002)					
1. Ongoing site monitoring and problem management	Off site monitoring and response: 24x7 (8760 hours annually) On-site problem resolution and incident management estimated 240 hours annually	On Demand Rate for on-site problem resolution and incident management \$145.00/hr.		Monthly cost of off site monitoring based on 24x7 service level using 8760/12 (730 hours average per month) is \$16000.00 Monthly cost of on-site problem resolution and incident management, based on estimated annually 240 hours i.e. 20 hours average per month is \$2900.00	Off site monitoring based on 24x7 service level (8760 hours) is \$192000.00 Annual cost of on-site problem resolution and incident management, based on estimated 240 hours annually is \$34800.00
2. Special Project Work (major upgrades, modifications and extensions to systems and applications and custom development)	On and off site availability of resources are open.	On demand off site rates for modifications, extensions and development is \$65.00/hr. On demand on site for testing and validation is \$145.00/hr. On demand on site for major upgrades is \$145.00/hr.		Per demand requirements	Per Demand Requirements
3. Special Project Work (process and procedure development, analysis, project management and related tasks)	On and off site availability of resources are open.	Peoplesoft team lead/ Senior Functional/Technical/Admin On site \$145.00 per hour. Oracle Applications Senior Admin On site \$140/hr.		Per demand requirements	Per demand requirements

Years 2 and 3: Increase based on consumer price index

Bid specifications called for fixed prices in years 2 and 3. Specifications stated that, if fixed prices were not provided, year 1 pricing would be used throughout the maximum term of the contract.

Pricing based on the CPI is not a firm fixed price.